

The Honorable Thomas S. Zilly

05-CR-01678-ORD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

NANCY SHEVENKO

Plaintiff Intervenor,

v.

HOME DEPOT USA, INC.,

Defendant.

CIVIL ACTION No. 05-CV-1678Z

SETTLEMENT AGREEMENT
AND ORDER OF
DISMISSAL

I. INTRODUCTION

1. This action originated when Nancy Shevenko filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC" or "Commission") on July 9, 2004. Shevenko alleged, among other things, that defendant Home Depot USA, Inc. discriminated against her based upon her gender (female) in violation of Title VII of the Civil Rights Act of

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Equal Employment Opportunity Commission
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1 1964, 42 U.S.C. § 2000e, et seq. ("Title VII") and the Age Discrimination in Employment Act of
2 1967, 29 U.S.C.A. §§ 621 et seq. ("ADEA"), when Home Depot Shoreline discharged her on or
3 about November 15, 2003 from her position as kitchen designer at defendant's Shoreline store. (For
4 purposes of this agreement "Home Depot Shoreline" refers to the store where Shevenko was
5 employed.) Home Depot denied each and every claim.

6 2. The Commission filed its complaint on October 4, 2005 in the United States District
7 Court for the Western District of Washington, asserting only claims of gender discrimination.
8 Shevenko moved to intervene on October 28, 2005. The Court granted Nancy Shevenko's motion to
9 intervene.

10 3. Home Depot filed an answer to the Commission complaint on November 11, 2005,
11 denying the allegations of discrimination in the EEOC's complaint.

12 4. The parties want to conclude fully and finally all claims arising out of EEOC's
13 complaint, the charge of discrimination filed by Nancy Shevenko and her complaint in
14 intervention alleging federal and state law claims. The EEOC and Home Depot enter into this
15 settlement agreement to further the objectives of equal employment as set forth in Title VII.

16
17 **II. NONADMISSION OF LIABILITY AND NONDETERMINATION**
18 **BY THE COURT**

19 5. This agreement is not an adjudication or finding on the merits of this case and shall
20 not be construed as an admission by Home Depot of a violation of Title VII or Washington state law.
21 Home Depot categorically denies each and every claim brought by Ms. Shevenko and the EEOC.

22 **III. JURISDICTION AND VENUE**

23 6. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337,
24 1343 and 1345. This action is authorized pursuant to Sections 706(f)(1) and (3) of Title VII of the
25 Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and Section 102 of the

1 Civil Rights Act of 1991, 42 U.S.C. § 1981a. The parties agree that Ms. Shevenko's employment
2 with Home Depot at its Shoreline store occurred within the jurisdiction of the United States
3 District Court for the Western District of Washington.

4 IV. SETTLEMENT SCOPE

5 7. This settlement agreement is the final and complete resolution of allegations of
6 unlawful gender discrimination contained in the EEOC's administrative determinations and in
7 the complaints filed herein, including all claims by the parties for attorney fees and costs. The
8 scope of this agreement will be limited to Home Depot Shoreline.

9
10 V. MONETARY RELIEF

11 8. In settlement of this lawsuit, Home Depot agrees to pay within 21 business days of
12 the signing of this agreement the following sum to Nancy Shevenko: \$125,000. The total sum will
13 be apportioned pursuant to agreement between Nancy Shevenko and Home Depot. Settlement
14 proceeds to Shevenko will be handled by her counsel, Ellen Ryan, whose law offices are located at
15 2505 2nd Avenue, Suite 500, Seattle, Washington 98121. Home Depot and Nancy Shevenko have
16 negotiated a separate release agreement to which the EEOC is not a party.

17
18 VI. AFFIRMATIVE AND OTHER RELIEF

19 A. General Provisions

20 9. Home Depot Shoreline, its officers, agents, and employees will follow Home Depot's
21 policy prohibiting unlawful discrimination against employees on the basis of gender. In recognition
22 of its efforts to comply with Title VII, Home Depot Shoreline will maintain the policies and practices
23 set forth below:

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1 B. Anti-Discrimination Policies and Procedures

2 10. Home Depot Shoreline shall maintain its anti-discrimination policies, procedures and
3 training on gender discrimination for employees, supervisors and management personnel, and it will
4 continue to provide equal employment opportunities for all employees, regardless of gender. As an
5 ongoing commitment to Equal Employment Opportunity ("EEO"), Home Depot Shoreline will
6 maintain its policy of assuring that its managers and supervisors fully understand its EEO policies
7 and how those policies define and identify what constitutes employment discrimination on the basis
8 of gender.

9 11. Within one-hundred-twenty (120) days of the effective date of this agreement, Home
10 Depot Shoreline will: (a) review its EEO policy to ensure that it adequately prohibits discrimination
11 against employees on the basis of gender with respect to any term, condition or privilege of
12 employment, and addresses Home Depot Shoreline's obligation to provide a work environment free
13 of gender discrimination for its employees; and (b) continue to distribute written copy of its EEO
14 policy to employees, both management and non-management. Home Depot Shoreline will provide
15 EEOC with a written copy of its EEO policy as part of its report as provided in paragraph 19 below.

16 C. Training

17 12. Within one hundred and twenty (120) days of the execution of this agreement, Home
18 Depot Shoreline will present to all managers and supervisors at the Shoreline store three (3) hours of
19 training on employment discrimination each year of this agreement, including discrimination against
20 employees based on gender. Each training session will also emphasize proper recruitment, hiring,
21 promotion, performance improvement, and termination procedures consistent with Home Depot's
22 existing policies and this agreement. The EEOC will have an opportunity only to review the training
23 materials prior to training. As is the company's current practice, non-management Shoreline
24 employees who participate in personnel decisions involving termination must also attend these
25 training sessions.

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1 13. Home Depot Shoreline will notify the EEOC of the completion of the training as
2 outlined in this agreement and will specify the names and job titles of the employees who completed
3 the training as part of its annual reporting.

4 D. Expungement of Records

5 14. Home Depot Shoreline will not disclose any information or make references to any
6 charge of discrimination or this lawsuit, absent subpoena, in responding to requests for information
7 about Shevenko. Home Depot will provide only the dates of employment and last position held by
8 Shevenko, in response to employment related inquiries, provided that such inquiries are made
9 through Home Depot's neutral reference line (900) 555-9675, code # 87843..

10 E. Policies Designed to Promote Supervisor Accountability

11 15. Home Depot Shoreline agrees to continue its current practice of imposing appropriate
12 discipline — up to and including termination of employment, suspension without pay or demotion —
13 upon any supervisor or manager who it determines has discriminated against any employee on the
14 basis of gender. Home Depot Shoreline shall communicate this policy to all of its supervisors and
15 managers.

16 16. Home Depot Shoreline shall continue to advise all managers and supervisors of their
17 duty to actively monitor their work areas to assure employees' compliance with the company's EEO
18 policy, and to report any incidents or complaints of discrimination on the basis of gender of which
19 they become aware.

20 F. Reporting

21 17. Home Depot Shoreline shall submit in writing to the EEOC twelve (12) months from
22 the date of entry of this agreement, and again every twelve (12) months thereafter a written report
23 containing information referenced at paragraph 13 above and the following information:

- 24 a. Certification of the completion of three (3) hours of training for managers, and
25 supervisors each year for the term of this agreement of two years, along with lists
of attendees;

- b. Certification that its EEO policy has been distributed to all current and newly hired employees;
- c. A list of any changes, modifications, revocations or revisions to its EEO policies and procedures which concern or affect the subject of discrimination on the basis of gender.
- d. A statement certifying that the company has complied with the terms of this settlement agreement. If Home Depot has not complied with any term of the settlement agreement, the statement will specify the areas of noncompliance, the reasons for the noncompliance, and the steps taken to bring Home Depot in compliance.
- e. A summary of internal sex discrimination complaints written and submitted by the complaining employee to Home Depot Shoreline's Human Resources Manager, and the resolution of each such complaint.

G. Posting

18. Home Depot Shoreline will post a notice, attached as Exhibit I to this settlement agreement. The notice shall be posted on a centrally located bulletin board or other place where such notices are normally posted and read by employees during the two year period of this agreement.

VII. ENFORCEMENT

19. If the EEOC determines that Home Depot Shoreline has not complied with the terms of this agreement, the EEOC will provide written notification of the alleged breach to the company. A 30-day period following the written notice shall be used by the parties for good faith efforts to resolve the dispute.

VIII. RETENTION OF JURISDICTION

20. The United States District Court for the Western District of Washington shall retain jurisdiction over this matter for the duration of this agreement.

IX. DURATION AND TERMINATION

21. This settlement agreement shall be in effect for two (2) years beginning the day the parties execute this agreement. If the EEOC petitions the court for breach of this agreement, and the court finds Home Depot Shoreline to be in violation of its terms, the court may extend the duration of this agreement.

X. CONCLUSION

22. The parties are not bound by any provision of this decree until it is signed by authorized representatives of each party and entered by the court.

Dated this 22nd day of March, 2006.

WILLIAM R. TAMAYO
Regional Attorney
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NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement between Home Depot USA, Inc. ("Home Depot") and the U.S. Equal Employment Opportunity Commission entered as the result of a resolution of a lawsuit in federal district court.

Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990 are enforced by the EEOC and require the following:

That there be no discrimination against any employee or applicant for employment because of the employee's race, sex, color, religion, national origin, age (40 and above), or disability with respect to hiring, firing, compensation, or other terms, conditions or privileges of employment.

It is an unlawful employment practice for an employer to retaliate against any employees or applicants for employment because they have opposed a practice or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under these statutes.

Home Depot has instituted a training program to train its managers regarding the requirements of the above statutes. The company has also implemented other procedures that are consistent with the company's commitment to equal employment opportunity.

Home Depot has posted this notice because the company supports and will comply with these federal laws in all respects.

Exhibit 1

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